United Nations ST/AI/1999/4

Secretariat

19 May 1999

Administrative instruction

Education grant and special education grant for disabled children*

The Under-Secretary-General for Management, pursuant to section 4.2 of Secretary-General's Bulletin ST/SGB/1997/1 and for the purpose of implementing staff rules 103.20 and 203.8, hereby promulgates the following:

I. Education grant

Section 1

Eligibility

1.1 Staff members shall be eligible for the education grant in accordance with the provisions of staff rules 103.20 and 203.8 and this instruction.

1.2 Staff members eligible for education grant solely because of mission service as provided by staff rule 103.20 (d) shall also be subject to the following conditions:

(a) The staff member is detailed for a minimum period of six months to a mission area or, if initially for less than six months, is extended so that the continuous period of mission service is at least six months;

(b) The education grant will be payable only in respect of the staff member's period of mission assignment.

Section 2

Conditions of entitlement

Eligible staff members may claim education grant when the following conditions are met:

(a) The child is in full-time attendance at an educational institution at the primary level or above while the staff member is in the service of the United Nations. Education shall be deemed "primary" for the purposes of this instruction when the child is five years or older at the beginning of the school year, or when the child reaches age five within three months of the beginning of the school year;

(b) The entitlement shall terminate when the child ceases to be in full-time attendance at an educational institution, or completes four years of post-secondary studies, or is awarded the first recognized post-secondary degree, whichever is earlier;

(c) There shall be no entitlement beyond the scholastic year in which the child reaches the age of 25, unless the child's education has been interrupted for more than one year by compulsory national service, illness or other compelling reason. In such cases, the grant may be extended for the period of interruption beyond the scholastic year in which the child reaches the age of 25.

Section 3

Admissible educational expenses

3.1 School attendance expenses required to follow the regular school programme or curriculum on a full-time basis shall be admissible. They may include:

(a) Charges for enrolment, registration, examinations, tuition and diplomas, and other costs directly related to the regular school programme or curriculum;

(b) Charges for midday meals provided by the school, when such charges are justified under local conditions and are included in the school bill;

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(c) Charges for daily group transportation to and from the school, if provided by the school or organized on a school-wide basis by a concern other than the school itself.

3.2 Expenses for board shall be admissible under the following conditions:

(a) When a child attends an educational institution outside the "duty station", as defined by staff rules 103.20 (a) (iv) and 203.8 (a) (iv);

(b) When a child attends an educational institution beyond commuting distance from the area where the staff member is serving and, in the opinion of the Secretary-General, no school in the area would be suitable for the child;

(c) When a staff member is on mission detail, no boarding expenses or flat sum for board shall be reimbursed in respect of a child attending an educational institution at the parent duty station.

3.3 Expenses for prescribed textbooks shall be admissible when the educational institution certifies that the textbooks were not provided free of charge.

3.4 Expenses for private tuition in the mother tongue of the staff member may be admissible when the following conditions are met:

(a) Private tuition is given by a qualified teacher who is not a member of the staff member's family;

(b) The staff member serves in a country whose language is different from his or her mother tongue;

(c) The child attends a local school in which the instruction is given in a different language from the staff member's mother tongue.

3.5 The following expenses shall be considered non-admissible, except as otherwise indicated below:

(a) Expenses for education received before a child reaches primary level, as defined in section 2 (a) of the present instruction;

(b) Expenses for attendance at a free school or one charging only nominal fees at the duty station. In such cases, however, expenses for midday meals and transportation may be reimbursed under section 3.1 (b) and (c), boarding expenses may be reimbursed under section 3.2, and textbook expenses may be reimbursed under section 3.3 of the present instruction;

(c) Expenses for correspondence courses, except where such courses are the only available substitute for full-time attendance at a school of a type not available at the duty station, or where such courses are related to academic subjects that are not included in the regular school curriculum but are required for the child's subsequent education. Subject to prior written approval, expenses incurred in those cases shall be treated as an admissible cost of attendance under section 4.1 of the present instruction;

(d) Expenses for private tuition, except when provided by a teacher qualified in the subject concerned who is not a member of the staff member's family, and when the private tuition is given in the following cases:

(i) For tuition in the language of the duty station, when prescribed by the local school as a precondition for admittance;

(ii) As a required supplement to correspondence courses for which expenses are admissible under section 3.5 (c);

(iii) As a required supplement to the regular school programme, for special coaching in a subject taught by the school to make up for deficiencies attributable to the child's change of schooling as a result of expatriation or a change of the staff member's official duty station, or for special coaching in an academic subject not included in the school curriculum but required for the child's subsequent education;

(e) Expenses for vocational training or apprenticeship, except when it involves full-time schooling, and provided in that case that the child receives no payment for services rendered;

(f) Expenses for summer courses, except when they are a prerequisite for further attendance during the regular school year or for the school's regular diploma.

3.6 All scholarship, bursary or similar grant received by or for the child shall be deducted first from those education expenses which are not admissible, and the balance, if any, from the admissible educational expenses before the amount of the grant is computed under section 4 below. Financial assistance in the form of loans which have to be reimbursed need not be reported or deducted.

Section 4

Amount of the grant

4.1 When the child attends an educational institution at the duty station:

(a) The amount of the grant shall be 75 per cent of the admissible costs of attendance up to the maximum per year specified in appendix G to the 100 series of the Staff Rules or appendix III to the 200 series of the Staff Rules (hereinafter "the Appendix"), with a maximum grant per

child and academic year as indicated in column 2 of the Appendix;

(b) When the educational institution is located beyond commuting distance from the area where the staff member is serving and, in the opinion of the Secretary-General, no school in that area would be suitable for the child, the amount of the grant shall be calculated at the same rates as in section 4.2 below.

4.2 When the child attends an educational institution outside the duty station, the amount of the grant shall be as follows:

(a) Where the educational institution provides board, 75 per cent of the sum of the expenses for attendance and board up to the maximum per year indicated in column 1 of the Appendix, with a maximum grant per year as indicated in column 2 of the Appendix for each child;

(b) Where the educational institution does not provide board, the amount of the grant shall be the sum of the flat sum for board as indicated in column 3 of the Appendix, plus 75 per cent of the expenses for attendance up to the maximum set out in column 6 of the Appendix, with a maximum grant per year as indicated in column 2 of the Appendix for each child.

4.3 An additional amount for boarding expenses may be paid to staff members entitled to additional education grant travel under section 8.3 of the present instruction, provided however that the child attends school at the primary or secondary level. This amount, in addition to the normal grant indicated in column 2 of the Appendix, may cover 100 per cent of boarding expenses up to the amount specified in column 4 of the Appendix, so as not to exceed the maximum total grant set out in column 5 of the Appendix.

4.4 When expenses for textbooks are admissible under section 3.3 of this instruction, 75 per cent of the following amounts may be reimbursed, subject to the allowable maximum of the grant:

(a) The amount paid for textbooks as certified by the school;

(b) If textbook expenses are not specified by the school, the following amounts shall apply:

(i) $210 at the primary level;

(ii) $420 at the secondary level;

(iii) $840 at the post-secondary level.

4.5 When expenses for tuition in the mother tongue are admissible under section 3.4 of this instruction, they may be reimbursed up to 75 per cent of the expenses incurred, subject to the following maximum amounts:

(a) The maximum amounts listed in column 3 of the Appendix in the case of individual tuition, and half those amounts in the case of group tuition;

(b) When an education grant is otherwise payable on account of the child, the maximum amounts listed in column 2 of the Appendix.

4.6 When expenses for summer courses are admissible under section 3.5 (f) of this instruction, they may be reimbursed as part of the admissible expenses incurred for the prior two semesters, subject to all applicable maximum amounts.

Section 5

Prorating of amount of the grant

5.1 The amount of the grant relating to expenses for school attendance shall be prorated in the proportion which the period of school attendance by the child, or the period of service of the staff member, bears to the full school year when the period of attendance or service covers less than two thirds of the school year.

5.2 The amount of the grant relating to the flat sum for board and the fixed rate for textbooks shall be prorated in the proportion which the period of attendance or service bears to the full school year, even when such period covers two thirds or more of the school year.

5.3 When prorating is required, it shall normally be effected in the proportion which the period of attendance or service bears to the normal school year. For that purpose, periods of more than 20 days shall be taken as a full month, and 11 to 20 days as half a month. Periods of 10 days or less shall be ignored. However, when the school charges fees at different rates for various parts of the year, this shall be reflected in prorating the amount of the grant.

Section 6

Advances against the education grant

6.1 Staff members who are entitled to the education grant and who are required to pay all or a portion of the school fees at the beginning of the school year may apply for an advance against their entitlement.

6.2 Any paid advance shall be considered as due from the staff member until it is discharged by certification of the entitlement or is recovered from the staff member. Staff members are required to submit their claims for payment of the grant promptly, as required by section 7.1 of the present

instruction. Recovery from the staff member's emoluments shall take place after the third and fourth month of the end of the academic year with regard to Headquarters and field staff, respectively, or on separation from service. Similar arrangements will be made for staff on other payrolls.

6.3 No advance shall be authorized for subsequent school years until previous education grant advances have been cleared by settlement of the relevant education grant claim or repayment of the advance previously authorized.

6.4 Requests for education grant advances shall be made in accordance with the procedures set out in the information circular on education grant issued by the Assistant Secretary-General for Human Resources Management.

Section 7

Claims for payment of the education grant

7.1 Claims for payment of the education grant shall be submitted promptly upon completion of the school year. However, when the staff member's appointment expires earlier, the staff member shall submit the claim before the date of separation from service. When the child's attendance ceases before completion of the school year, the staff member shall submit the claim within one month of cessation of the child's attendance.

7.2 Claims for education grant shall be made in accordance with the procedures set out in the information circular on education grant issued by the Assistant Secretary-General for Human Resources Management.

Section 8

Education grant travel

8.1 Staff members eligible for education grant travel under staff rule 103.20 (h) and 203.8 (g) shall be entitled to travel expenses for the child for one round trip each scholastic year between the educational institution and the duty station, subject to conditions set out below:

(a) The child's attendance at the educational institution is at least two thirds of the school year;

(b) The travel is undertaken during, or immediately before and after the school year;

(c) The child spends at least two weeks at the duty station;

(d) Travel expenses may not exceed the cost of travel between the staff member's home country and his or her duty station;

(e) Education grant travel may not take place within three months of other official travel by the staff member or the child. However, this interval may be reduced to permit education grant travel to take place in the same year as home leave travel, or to allow the child to go to the educational institution following travel to join the staff member at the duty station.

8.2 Notwithstanding the provisions of section 8.1, no education grant travel shall be authorized to or from a mission area duty station designated as a non-family mission in respect of any staff member. Similarly, no education grant travel shall be authorized in respect of staff members receiving education grant solely because of mission service, as provided in section 1.2 above.

8.3 Staff members whose parent duty station is included among the duty stations designated by the International Civil Service Commission as giving rise to additional education grant travel shall be entitled to such travel twice in the year in which there is no entitlement to home leave, subject to the conditions set out in section 8.1 above. The list of designated duty stations is set out in an annual information circular entitled "Special entitlements for staff members serving at designated duty stations".

8.4 When, during a single school year, a child attends two schools, one at the duty station and the other away from the duty station, education grant travel may be authorized in respect of attendance away from the duty station, provided that attendance is for at least one term and there is a valid reason for the change of school.

8.5 In the school year in which the child completes the fourth year of post-secondary studies or is awarded the first recognized degree, travel may be undertaken during the school year or at its end, provided that the child has been in full-time attendance for at least two thirds of that year.

8.6 When a child is over the age of 22, authorization of education grant travel to or from the duty station after the end of the last school year for which the education grant is payable shall replace the one-way travel to the staff member's duty station or home country otherwise authorized under staff rule 107.5 (b).

Section 9

Accuracy of information and record-keeping

9.1 When submitting a request for education grant advance or for payment of education grant, staff members shall ensure the accuracy of the information being provided to the United Nations, and promptly correct any erroneous information or estimates that they may have previously

submitted. Documentation provided by an educational institution may not be altered by the staff member. Incorrect, untrue or falsified information may result not only in the rejection of a claim and/or recovery of overpayments but also in disciplinary measures under the Staff Regulations and Rules.

9.2 Staff members shall retain, for a period of five years counting from the date of submission of the education grant claim, all substantiating documentation, such as invoices, receipts, cancelled cheques and bank statements documenting expenditures. Such documentation shall be produced if requested in any audit or investigation.

II. Special education grant for disabled children

Section 10

Eligibility

Staff members shall be eligible for the special education grant in accordance with the provisions of staff rules 103.20 (k) and 203.8 (j).

Section 11

Conditions of entitlement

11.1 Eligible staff members may claim special education grant when the following conditions are met:

(a) The child is unable, by reason of physical or mental disability, to attend a normal educational institution and therefore requires special teaching or training, on a full or part-time basis, to prepare him or her for full integration into society;

(b) Or the child, while attending a normal educational institution, requires special teaching or training to assist him or her in overcoming the disability.

11.2 The entitlement shall commence from the date on which the special teaching or training is required and shall terminate when the child is awarded the first recognized post-secondary degree or up to the end of the academic year in which the child reaches the age of 28, whichever is earlier.

Section 12

Admissible educational expenses

The following educational expenses shall be admissible:

(a) Expenses required to provide an educational programme designed to meet the needs of the disabled child so that he or she may attend the highest level of functional ability. These expenses may include:

(i) Charges for teaching or training services;

(ii) Other costs or fees directly related to the educational programmes that are not optional or related to extracurricular activities, except for expenses for school supplies, uniforms, insurance, donations and contributions or similar charges;

(iii) Expenses for special equipment for educational purposes if not covered under health insurance;

(iv) Expenses for full board (food and lodging) in the case of a child attending an educational institution at the duty station when such boarding is an integral part of the educational programme;

(b) Expenses incurred for local transportation required for the disabled child.

Section 13

Amount of the grant

13.1 The amount of the grant for each disabled child shall be 100 per cent of the admissible educational expenses actually incurred, subject to the following maximum amounts:

(a) The overall maximum amounts of the grant shall be as indicated in column 1 of the Appendix;

(b) Within the applicable overall maximum amount:

(i) Expenses for special equipment will be reimbursed up to a maximum of one third of the corresponding amount indicated in column 4 of the Appendix;

(ii) Expenses for local transportation normally provided by the institution shall be reimbursed up to an amount equivalent to twice the cost of normal group transportation under section 3.1 (c) above.

13.2 In the computation of the special education grant, the amount of admissible educational expenses shall be reduced by the amount of any benefits that may be available from other sources for the child's education and training, which shall be reported as required by section 15.1.

13.3 The grant shall be computed on the basis of the calendar year if the child is unable to attend a normal

educational institution, or on the basis of the school year if the child is in full-time attendance at a normal educational institution while receiving special teaching or training.

13.4 If attendance of the child is for less than two thirds of the school year, or the period of service during which a staff member is eligible for the grant does not cover the full school year, the amount of the grant relating to expenses for school attendance shall be prorated in the proportion which the period of attendance or service bears to the full school year. Calculation of the grant for purposes of this section shall follow the provisions of section 5.

Section 14

Relationship with the regular education grant

14.1 When a disabled child is unable to attend a normal educational institution, or attends on a full-time basis a normal educational institution which provides the necessary special arrangements for the child, admissible educational expenses shall be reimbursed against the special education grant, regardless of whether the staff member would otherwise be entitled to a regular education grant in respect of the child.

14.2 When a disabled child is in full-time attendance at a normal educational institution and no special arrangements are made at that institution for the child concerned, reimbursement shall be subject to the following conditions:

(a) If the staff member is entitled to regular education grant with respect to the child, admissible expenses incurred at the educational institution shall be reimbursed against the normal education grant entitlement at the 75 per cent rate. Additional admissible educational expenses incurred for special teaching and training outside the educational institution shall be reimbursed against the special education grant at the 100 per cent rate. The combined total of the two types of grant shall not exceed the amount specified in column 1 of the Appendix;

(b) If the staff member is not entitled to regular education grant with respect to the child, admissible educational expenses incurred for special teaching and training outside the educational institution shall be reimbursed against the special education grant at the 100 per cent rate, subject to the maximum amount specified in column 1 of the Appendix.

14.3 An additional amount for boarding expenses in respect of disabled children attending a primary or secondary level school may be paid to eligible staff members who serve at designated duty stations, as defined by section 8.3 of this instruction. This amount may cover 100 per cent of boarding expenses up to the amount specified in column 4 of the Appendix. The combined amount of the total grant shall not exceed the sum of columns 1 and 4 of the Appendix.

Section 15

Claims for payment of the special education grant

15.1 Claims for the special education grant shall be submitted in writing and supported by medical evidence satisfactory to the Secretary-General regarding the child's disability. The staff member shall also be required to provide evidence that he or she has exhausted all other sources of benefits that may be available for the education and training of the child in order to allow for computation of the grant under section 13.2 of this instruction.

15.2 When the child is not in school attendance, the claim for payment of the special education grant shall be submitted annually within one month of the end of the standard school year in the staff member's duty station. When the child is in school attendance, claims shall be submitted in accordance with the provisions of section 7.1 above.

15.3 The provisions of the regular education grant regarding advances and accuracy of information and record-keeping in sections 6 and 9 above shall apply to the special education grant.

15.4 Claims for the special education grant shall be made in accordance with the procedures set out in the information circular on education grant issued by the Assistant Secretary-General for Human Resources Management.

Section 16

Travel

16.1 When the needs of the disabled child require attendance at an educational institution beyond commuting distance from the duty station or outside the duty station, travel expenses shall be paid for up to two round trips per school year between the educational institution and the duty station.

16.2 In exceptional circumstances, travel expenses may also be reimbursed for one person accompanying the disabled child.

Section 17

Final provisions

17.1 This instruction shall enter into force on 1 July 1999.

17.2 Administrative instructions ST/AI/181/Rev.10 and Corr.1, and Amend.1 and 2, of 26 June and 21 July 1995, 30 January 1996 and 4 March 1997, respectively, are hereby abolished.

(*Signed*) Joseph E. **Connor**
Under-Secretary-General for Management

United Nations ST/AI/1999/5

Secretariat

27 May 1999

Administrative instruction

Retention in service beyond the age of retirement and employment of retirees

The Under-Secretary-General for Management, pursuant to section 4.2 of Secretary-General's bulletin ST/SGB/1997/1, promulgates the following to establish conditions concerning retention in service beyond retirement age pursuant to the exception provided in staff regulation 9.5, and to implement the provisions of General Assembly decision 51/408 of 4 November 1996 and of General Assembly resolution 53/221 of 7 April 1999 concerning employment of retirees:

I. Retention in service beyond mandatory retirement age

Section 1
General

1.1 Retention in service of staff members beyond retirement age is an exception to the provisions of staff regulation 9.5, which may be approved by the Secretary-General only when it is in the interest of the Organization. The Secretary-General's authority to retain staff members in service beyond the mandatory age of retirement of 60 years, or 62 years in the case of staff appointed on or after 1 January 1990, shall be exercised as provided in this instruction.

1.2 Decisions to retain staff members at the Assistant Secretary-General level and above in the interest of the Organization shall be made personally by the Secretary-General. Decisions relating to all other staff members shall be made in accordance with sections 2 to 4 below.

Section 2
Criteria and conditions for retention of staff appointed under the 100 series of the Staff Rules

2.1 Retention beyond retirement age for a staff member appointed under the 100 series of the Staff Rules, up to and including at the D-2 level, may be granted provided:

(a) It has not been possible to identify a qualified candidate to discharge the functions of the post in a timely manner, and

(b) Retention of the staff member is in the interest of the Organization due to the exigencies of the service concerned.

2.2 The above criteria may be applied more flexibly to language staff not subject to the system of desirable ranges, and to staff in the General Service and related categories with special technical skills, provided however that the operational needs of the Organization are balanced against the potentially negative effect of the retention on the career development or the redeployment opportunities of other staff members.

2.3 If a staff member is retained, it shall be for the minimum time required for the replacement of the staff member concerned, and shall not normally exceed six months after that staff member has reached the mandatory retirement age.

2.4 During the period of retention, the staff member shall continue to be a participant in the United Nations Joint Staff Pension Fund until his or her separation from service.

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Section 3
. Procedure for retention of staff appointed under the 100 series of the Staff Rules

3.1 For succession planning purposes, departments and offices are requested to regularly identify staff appointed under the 100 series of the Staff Rules who are due to retire within a period of twelve months.

3.2 Heads of departments and offices shall inform the Office of Human Resources Management, or the local personnel office for locally recruited staff, of every foreseen vacancy at least six months before the post becomes vacant, and of all other vacancies as soon as they occur. Unless the post to be vacated is to be filled by lateral transfer within the department or office, or by competitive examination, a vacancy announcement shall be issued for all vacant posts, in accordance with the provisions of administrative instruction ST/AI/1997/7.

3.3 If it has not been possible to replace in a timely manner a staff member due to retire, the department or office concerned may request that the staff member be retained beyond retirement age, explaining why he or she could not be replaced in a timely manner, and providing information necessary to determine whether the conditions set out in section 2.1 are met.

3.4 Requests for retention of staff members at the D-2 level shall be submitted to the Under-Secretary-General for Management, through the Assistant Secretary-General for Human Resources Management, for decision to be taken by the Secretary-General.

3.5 Requests for retention of staff members in the Professional category and at the D-1 level, and of staff members in the General Service and related categories administered by Headquarters, shall continue to be reviewed by the Superannuation Committee at Headquarters, which shall submit its recommendation to the Assistant Secretary-General for Human Resources Management, for decision.

3.6 Requests for retention of staff members in the General Service and related categories administered by the Economic Commission for Africa, the Economic Commission for Latin America and the Caribbean, the Economic and Social Commission for Asia and the Pacific, the Economic and Social Commission for Western Asia, the United Nations Office at Geneva, the United Nations Office at Nairobi and the United Nations Office at Vienna shall be reviewed by an appropriate local joint body, which shall submit its recommendation to the Head of Office concerned, for decision.

Section 4
Project personnel appointed under the 200 series of the Staff Rules

Project personnel appointed under the 200 series of the Staff Rules may be retained beyond retirement age on an exceptional basis, provided their extension is in the interest of the Organization and justified by the continuing need for their technical expertise. The decision shall be made by the head of the department or office who has the delegated authority to appoint such personnel.

II. Employment of retirees

Section 5
General conditions and contractual arrangements

5.1 Former staff members above the mandatory retirement age of 60, or 62 for staff appointed on or after 1 January 1990, shall not be employed by the Organization, unless:

(a) The operational requirements of the Organization cannot be met by staff members who are qualified and available to perform the required functions;

(b) The proposed employment would not adversely affect the career development or redeployment opportunities of other staff members, and represents both a cost-effective and operationally sound solution to meet the needs of the service.

When such employment is approved, it shall begin only after a period of at least three months has elapsed since the date of retirement of the staff member.

5.2 In deciding whether to employ a retiree, due regard shall be given to the requirements of geographical and gender balance.

5.3 No retiree may be employed without a prior medical clearance.

5.4 Provided the above conditions are met, such former staff may be re-employed under the following contractual arrangements:

(a) For service specifically with a United Nations mission or to replace staff on mission service under a 300 series appointment of limited duration or a 100 series appointment, as appropriate;

(b) For service as technical cooperation personnel under a 200 series appointment;

(c) For conference and other short-term service under a 300 series short-term appointment;

(d) As an individual contractor or as a consultant under a special service agreement, in accordance with the conditions of administrative instructions ST/AI/295 and Amend.1 and ST/AI/296 and Amend.1.

5.5 Former staff members above age 55 who have not reached mandatory retirement age may be employed under one of the contractual arrangements enumerated in section 5.4 subject to the following conditions:

(a) At least three months have elapsed since their retirement at or after age 55. This limitation shall not apply in the case of reinstatement under staff rule 104.3 (b);

(b) In cases of agreed termination, after the period during which the relevant agreement precludes re-employment or, in the absence of a specific clause, after a period of three years from the date of separation from service.

Section 6
Restrictions concerning former staff in receipt of a pension benefit

6.1 Employment of all former staff who are in receipt of a pension benefit from the United Nations Joint Staff Pension Fund, shall be subject to the following restrictions:

(a) Such staff may not receive compensation of more than 22,000 United States dollars per calendar year, with the exception of language-services staff for whom the monetary ceiling shall be 40,000 United States dollars per calendar year;

(b) Their period of service shall not exceed six months per calendar year;

(c) They may not be re-employed at a level higher than that at which they separated from the organization concerned; and

(d) They shall not be remunerated at a level higher than that at which regular staff are remunerated for the same function at the same duty station.

6.2 The limits of US$ 22,000 and US$ 40,000, set out above, shall apply to:

(a) Gross salary, less staff assessment, in the case of former staff employed under a letter of appointment;

(b) Gross amount of the stipulated fee in the case of former staff employed under a special service agreement.

Amounts other than those for direct compensation of services rendered, such as travel costs, daily subsistence allowance and other per diem payments, are not included in the amounts to which the limits are applied.

6.3 Former staff members employed under contractual arrangements which involve re-entry into the United Nations Joint Staff Pension Fund shall not be subject to the restrictions set out in section 6.1.

Section 7
Retirees from other common system organizations

Retirees from another common system organization may exceptionally be employed in the absence of qualified and available non-retiree candidates, as well as of qualified and available United Nations retiree candidates, provided the conditions in sections 5 and 6 of the present instruction are met.

Section 8
Final provisions

8.1 The present administrative instruction shall enter into force on 1 June 1999.

8.2 Administrative instruction ST/AI/213/Rev.1 of 18 July 1984 is hereby abolished.

(*Signed*) Joseph E. **Connor**
Under-Secretary-General for Management

United Nations ST/AI/1999/5/Corr.1

Secretariat

8 June 1999

English only

Administrative instruction

Retention in service beyond the age of retirement and employment of retirees

Corrigendum

Insert an asterisk after the title of administrative instruction ST/AI/1999/5, and a footnote *reading*

* *Personnel Manual* index No. 9060.

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United Nations ST/AI/1999/6

Secretariat

28 May 1999

Administrative instruction

Gratis personnel*

The Under-Secretary-General for Management, pursuant to section 4.2 of the Secretary-General's bulletin ST/SGB/1997/1 and for the purpose of implementing General Assembly resolutions 51/243 of 15 September 1997 and 52/234 of 26 June 1998, promulgates the following:

Section 1

Scope of application

The present instruction applies to type II gratis personnel (hereinafter "gratis personnel"), who are personnel provided to the United Nations by a Government or other entity responsible for the remuneration of the services of such personnel and do not serve under any other established regime such as that applicable to interns, associate experts, personnel provided on a non-reimbursable loan under the provisions of ST/AI/231/Rev.1 and personnel provided to the United Nations Special Commission under the regime reported by the Secretary-General to the Security Council in document S/22508 of 18 April 1991.

Section 2

Conditions under which gratis personnel may be accepted

2.1 The Secretary-General may accept gratis personnel only on an exceptional basis, and provided the following conditions are met:

(a) After the approval of a budget, to provide expertise not available within the Organization for very specialized functions, as identified by the Secretary-General, and for a limited and specified period of time; *or*

(b) To provide temporary and urgent assistance in the case of new and/or expanded mandates of the Organization, pending a decision by the General Assembly on the level of resources required to implement those mandates.

2.2 Gratis personnel may not be sought or accepted as a substitute for staff to be recruited against posts authorized for the implementation of mandated programmes and activities.

Section 3

Member States to be informed

3.1 When, at the time of preparation of a budget, it is foreseen that, under that budget, there will be needs which fulfil the conditions of section 2.1 (a) of the present instruction, the department or office where the services are to be rendered shall approach all Member States to inform them of the specific needs to be met by gratis personnel, and shall request Member States to identify within two months one or more individuals who could provide the required expertise.

3.2 In the case of new or expanded legislative mandates for which gratis personnel may be required under section 2 (b) of the present instruction, the department or office where the services are to be rendered shall inform all Member States of the needs to be met on a temporary and urgent basis, and shall request Member States to identify one or more individuals who could provide the required assistance within a period consistent with the urgency of the need in question.

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Section 4

Selection

4.1 All nominees will be evaluated by the requesting department to ensure that the best qualified nominee is selected on the basis of the recruitment standards established by the Office of Human Resources Management in terms of qualifications, experience and other relevant factors, taking into account the date of availability of the nominees.

4.2 When selecting a nominee, due regard shall be paid to the importance of ensuring that personnel are obtained from as wide a geographical basis as possible.

Section 5

Functions

5.1 Gratis personnel may only be assigned functions consistent with the conditions set out in section 2.1 above.

5.2 Gratis personnel may not supervise staff members in the exercise of their official duties or be involved in decisions affecting the status, rights and entitlements of staff members. Exceptionally, however, gratis personnel having managerial responsibilities may supervise staff members who provide direct support to them.

Section 6

Duration of functions

6.1 Gratis personnel accepted under section 2.1 (a) of the present instruction may be accepted after the approval of a budget for an initial period of up to one year to discharge very specialized functions for which expertise is not required on a continuing basis in the Secretariat. The needs of the department or office concerned shall be reviewed closely at the time of preparation of each subsequent budget to determine whether the functions remain so specialized that it is still not appropriate for the Secretariat to build up the necessary expertise and recruit staff members accordingly.

6.2 Gratis personnel accepted under section 2.1 (b) of the present instruction for new or expanded mandates before a budget has been approved may serve for a period ending six months after the anticipated date of approval of the relevant budget. Should there be exceptional circumstances beyond the control of the Secretary-General, continuation of the services of gratis personnel beyond that period shall require approval by the General Assembly. Staff shall be recruited as soon as possible after approval of the necessary resources in order to allow for a transition period.

6.3 Gratis personnel may not apply for or be appointed to posts in the Secretariat for a period of six months after the end of their service.

6.4 Services rendered by gratis personnel may be terminated prior to the date stipulated in the agreement between the United Nations and the donor upon one month's written notice from either party.

Section 7

Status

Gratis personnel, while performing functions for the Organization, shall have the status of experts on mission, as defined in article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations.

Section 8

Remuneration, medical and life insurance, pension and other social security benefits

8.1 All expenses in connection with the services of gratis personnel, including salaries, allowances and benefits to which the individuals involved are entitled and travel costs to and from the location where the gratis personnel are based, shall be paid by the donor. During the entire period of service under the agreement, the donor shall also ensure that gratis personnel are covered by adequate medical and life insurance, as well as insurance coverage for illness, disability or death incurred in the service of the United Nations.

8.2 Costs incurred by gratis personnel undertaking official travel in the discharge of their functions shall be paid by the United Nations on the same basis as costs incurred by staff members, including payment of daily or mission subsistence allowance, as applicable.

Section 9

Annual leave

9.1 Annual leave may be taken by gratis personnel in accordance with their terms of service with the donor but may not exceed leave entitlements of staff members. Accordingly, gratis personnel accepted for a period of six months or less may be granted leave up to a maximum of one and one half days for each full month of continuous service. Gratis personnel accepted for a period of more than six months and personnel whose services are extended beyond six months may be granted leave up to a maximum of two and one half days for each full month of continuous service.

9.2 Leave plans must be approved in advance by, or on behalf of, the head of the United Nations department or office concerned.

Section 10

Performance of services

10.1 Gratis personnel shall perform their functions under the authority and in full compliance with the instructions of the appropriate official in the United Nations department or office concerned, and any person acting on his or her behalf. They shall be required to observe all applicable regulations, rules, instructions, procedures and directives relevant to the performance of their functions.

10.2 The performance of the functions assigned to gratis personnel shall be evaluated in accordance with the principles of the Performance Appraisal System, as set out in document ST/AI/1997/8.

Section 11

Standards of conduct

11.1 Gratis personnel shall respect the impartiality and independence of the United Nations Secretariat and of the receiving office, and shall be precluded from seeking or accepting instructions regarding the services performed under the agreement from any Government or from any authority external to the Organization. They must refrain from any conduct that would adversely reflect on the United Nations or on the receiving office, and may not engage in any activity which is incompatible with the aims and objectives of the United Nations.

11.2 Gratis personnel shall exercise the utmost discretion in all matters relating to their functions. Unless otherwise authorized by the appropriate official in the receiving office, they may not communicate at any time to the media or to any institution, person, Government or other external authority any information that has not been made public, and which has become known to them by reason of their association with the United Nations or the receiving office. They may not use any such information without the written authorization of the appropriate official, and such information may never be used for personal gain. These obligations shall continue after the end of their service with the United Nations.

Section 12

Accountability

12.1 Unsatisfactory performance, or failure to conform to the standards of conduct set out above, may lead to termination of service, for cause, at the initiative of the United Nations. One month notice shall be given in such cases.

12.2 Any serious breach of the duties and obligations that, in the view of the Secretary-General, would justify separation before the end of the notice period will be immediately reported to the donor, with a view to obtaining agreement on an immediate cessation of service. The Secretary-General may decide to limit or bar access to United Nations premises by the individual involved when the circumstances so warrant.

12.3 The donor will reimburse the United Nations for financial loss or for damage to United Nations-owned equipment or property caused by gratis personnel provided by the donor if such loss or damage (a) occurred outside the performance of services with the United Nations, or (b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by such gratis personnel.

Section 13

Third-party claims

The United Nations shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury was caused by the actions or omissions of the gratis personnel in the performance of services to the United Nations under the agreement with the donor. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the gratis personnel provided by the donor, the donor shall be liable to the United Nations for all amounts paid by the United Nations to the claimants and all costs incurred by the United Nations in settling such claims.

Section 14

Agreement with the United Nations

14.1 The respective obligations of the United Nations, the donor and the gratis personnel will be clearly specified in a formal agreement between the United Nations and the donor. The individuals who are to serve as gratis personnel

shall serve under the terms agreed upon by the United Nations and the donor, including full and direct remuneration of the gratis personnel by the donor. The agreement shall conform with the model agreement set out in the annex to the present instruction.

14.2 The essential duties and obligations that the United Nations will expect each individual brought in as gratis personnel to respect will be spelled out both in the agreement with the donor and in an individual undertaking signed by the gratis personnel. A model individual undertaking is set out in appendix II to the annex to the present instruction.

Section 15

Implementation of the present instruction

15.1 Heads of departments and offices shall be responsible for the proper application of the provisions of the present instruction. The Office of Human Resources Management shall monitor compliance with all the terms, conditions and requirements of the present instruction.

15.2 Heads of departments and offices shall submit to the Office of Human Resources Management, when requested, the information necessary for the preparation of reports requested by the General Assembly on gratis personnel.

Section 16

Final provisions

The present administrative instruction shall enter into force on 1 June 1999.

(*Signed*) Joseph E. **Connor**
Under-Secretary-General
for Management

Annex

Memorandum of agreement between the United Nations and [the Government of ...][a] for the contribution of personnel to the [name of department or office]

Whereas the Secretary-General may accept type II gratis personnel on an exceptional basis in accordance with the conditions established by the General Assembly in its resolution 51/243 of 15 September 1997 and guidelines approved by the General Assembly in its resolution 52/234 of 26 June 1998,

For gratis personnel accepted under section 2.1 (a) of the instruction:

Whereas under General Assembly resolution 51/243 the Secretary-General may accept type II gratis personnel, after approval of a budget, to provide expertise not available within the Organization for very specialized functions, as identified by the Secretary-General, and for a limited and specified period of time,

Whereas the United Nations requires expertise, not available within the Organization, to perform the specialized functions of ..., and the Government of ... (hereinafter "the Government") offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

For gratis personnel accepted under section 2.1 (b) of the instruction:

Whereas under General Assembly resolution 51/243, the Secretary-General may accept type II gratis personnel to provide temporary and urgent assistance in the case of new and/or expanded mandates of the Organization, pending a decision by the General Assembly on the level of resources required to implement those mandates,

Whereas the United Nations Security Council, in its resolution ... of [date] [set out the new or expanded mandate for which temporary and urgent assistance is required] and the Government of ... (hereinafter "the Government") offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

Or:

Whereas the General Assembly, in its resolution ... of [date] [set out the new or expanded mandate for which temporary and urgent assistance is required] and the Government of ... (hereinafter "the Government") offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

And the Government of ... (hereinafter "the Government") offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

Now therefore the United Nations and the Government (hereinafter "the Parties") have agreed as follows:

Article 1

Obligations of the Government

1. The Government agrees to make available to the [department/office] for the duration and purposes of the present agreement the services of [expert personnel] (hereinafter "[nationality] personnel") listed in appendix I hereto. Changes and modifications to the appendix may be made with the agreement of the Parties.

2. The Government undertakes to pay all expenses in connection with the services of the ... personnel, including salaries, travel costs to and from the location where the ... personnel are based and allowances and other benefits to which they are entitled, except as hereinafter provided. In this regard, annual leave may be taken by ... personnel in accordance with their terms of service with the Government, but may not exceed leave entitlements of staff members. Accordingly, ... personnel accepted for a period of six months or less may be granted leave up to a maximum of one and one half days for each full month of continuous service. ... personnel accepted for a period of more than six months and ... personnel whose services are extended beyond six months may be granted leave up to a maximum of two and one half days for each full month of continuous service. Leave plans must be approved in advance by, or on behalf of, the head of the United Nations department or office concerned.

[a] In the event an "other entity" provides personnel under the agreement, rather than a Government, the name of that entity would be used.

3. The Government undertakes to ensure that during the entire period of service under the present agreement, the ... personnel are covered by adequate medical and life insurance, as well as insurance coverage for service-incurred illness, disability or death.

Article 2

Obligations of the United Nations

1. The United Nations shall provide the ... personnel with office space, support staff, equipment and other resources necessary to carry out the tasks assigned to them at ... [recipient office].

2. Costs incurred by ... personnel undertaking official travel in the discharge of their functions shall be paid by the United Nations on the same basis as costs incurred by staff members, including payment of daily or mission subsistence allowance, as applicable.

3. The United Nations does not accept any liability for claims for compensation in respect of illness, injury or death of the ... personnel arising out of or related to the provision of services under the present agreement, except where such illness, injury or death results directly from the gross negligence of the officials or staff of the United Nations. Any amounts payable by the United Nations shall be reduced by amounts of any coverage under the insurance referred to in article 1, paragraph 3, of the present agreement.

Article 3

Obligations of the ... personnel

The Government agrees to the terms and obligations specified below and shall, as appropriate, ensure that the ... personnel performing services under the present agreement comply with those obligations:

(a) The ... personnel shall perform their functions under the authority, and in full compliance with the instructions of [head of department or office], and any person acting on his or her behalf;

(b) The ... personnel shall undertake to respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions regarding the services performed under the present agreement from any Government or from any authority external to the United Nations;

(c) The ... personnel shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations;

(d) The ... personnel shall comply with all rules, regulations, instructions, procedures or directives issued by the United Nations and the [department or office];

(e) The ... personnel shall exercise the utmost discretion in all matters relating to their functions and shall not communicate, at any time, without the authorization of the [head of department or office], to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to them by reason of their association with the United Nations. They shall not use any such information without the written authorization of the [head of department or office], and in any event, such information shall not be used for personal gain. These obligations do not lapse upon expiration of the present agreement;

(f) The members of the ... personnel shall sign an undertaking in the form attached to the present agreement in appendix II.

Article 4

Legal status of the ... personnel

1. The ... personnel shall not be considered in any respect as being officials or staff of the United Nations.

2. While performing functions for the United Nations, the ... personnel shall be considered as "experts on mission" within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations.

Article 5

Accountability

1. Unsatisfactory performance or failure to conform to the standards of conduct set out above may lead to termination of service, for cause, at the initiative of the United Nations. One month notice shall be given in such cases.

2. Any serious breach of the duties and obligations that, in the view of the Secretary-General, would justify separation before the end of the notice period will be immediately reported to the Government, with a view to obtaining agreement on an immediate cessation of service. The Secretary-General may decide to limit or bar access to United Nations premises by the individual involved when the circumstances so warrant.

3. The Government will reimburse the United Nations for financial loss or for damage to United Nations-owned

equipment or property caused by ... personnel provided by the Government if such loss or damage (a) occurred outside the performance of services with the United Nations, or (b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by such ... personnel.

Article 6

Third-party claims

The United Nations shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the actions or omissions of the ... personnel in the performance of services to the United Nations under the agreement with the Government. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the ... personnel provided by the donor, the Government shall be liable to the United Nations for all amounts paid by the United Nations to the claimants and all costs incurred by the United Nations in settling such claims.

Article 7

Consultation

The United Nations and the Government shall consult with each other in respect of any matter that may arise in connection with the present agreement.

Article 8

Settlement of disputes

Any disputes, controversy or claim arising out of, or relating to, the present agreement shall be settled by negotiation or other mutually agreed mode of settlement.

Article 9

Entry into force, duration and termination

The present agreement shall enter into force upon ..., and shall remain in force for ..., unless terminated earlier by either Party upon one month's written notice to the other Party. The agreement may be extended with the consent of both Parties on the same conditions and for a further agreed period.

Article 10

Amendment

The present agreement may be amended by written agreement of both Parties. Each Party shall give full consideration to any proposal for an amendment made by the other Party.

In witness whereof, the respective representatives of the United Nations and the Government of ... have signed the present agreement.

DONE in [place of signature], this ... day of ... in the year ..., in two originals in the English language.

For the United Nations	For the Government of
	_____
	_____
[Head of department or office]	[Title]

Appendix I

List of ... personnel

[Name, functions and duration of functions for each individual]

Appendix II

Undertaking

I, the undersigned, as a member of the ... personnel made available by the Government of ... to the United Nations pursuant to the memorandum of agreement between the United Nations and the Government of ... for the contribution of personnel to the [department or office], hereby undertake to abide by the following:

(a) I understand that, as a member of the ... personnel, I shall not be considered in any respect as being an official or a staff member of the United Nations;

(b) I further understand that, while performing functions for the United Nations, I will be considered as an "expert on mission" within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations;

(c) I shall perform my functions under the authority of, and in full compliance with the instructions of, the [head of department or office], or any person acting on his or her behalf;

(d) I shall respect the impartiality and independence of the United Nations and shall not seek nor accept instructions regarding my functions as a member of the ... personnel from any Government or from any authority external to the United Nations;

(e) I shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the exercise of my functions;

(f) I shall exercise the utmost discretion in all matters relating to my functions and shall not communicate, at any time, without the authorization of the [head of department or office] to the media or to any other institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to me by reason of my functions. I shall not use any such information without the authorization of the [head of department or office], and, in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of my assignment;

(g) I shall comply with all rules, regulations, procedures, instructions or directives issued by the United Nations and the [head of department or office].

_____

Name printed in block letters

_____

Signature

_____

Date